



JUDGE GOTT

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

GOULD PAPER CORPORATION,

Plaintiff,

v.

OAK LANE PRINTING, INC.,

Defendant.

Civil Action No. 07-

07 CIV 7059  
COMPLAINT

Plaintiff Gould Paper Corporation ("Gould"), by and through its counsel, Lowenstein Sandler PC, by way of Complaint against Defendant Oak Lane Printing, Inc. ("OLP"), alleges and avers as follows:

**PARTIES**

1. Plaintiff Gould is a corporation organized and existing under the laws of the State of New York with its principal place of business at 11 Madison Avenue, New York, New York 10010.

2. Upon information and belief, Defendant OLP is a corporation organized and existing under the laws of the State of Pennsylvania with its principal place of business located at 9999 Global Road, Philadelphia, Pennsylvania 19115.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 and, with respect to certain claims, 28 U.S.C. § 1367. The matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different States.

4. Venue is proper in accordance with 28 U.S.C. § 1391(a) because Plaintiff Gould's principal place of business is in this District and because a substantial part of the events or omissions giving rise to Gould's claim occurred in this District.

### **FACTUAL BACKGROUND**

5. At all times relevant hereto, OLP was a customer of Gould.

6. On or about October 16, 2006 through on or about February 5, 2007, OLP was a customer of Gould. The parties' agreement is evidenced by a series of invoices.

7. Gould duly rendered invoices to OLP for the amounts due and owing for the purchased merchandise.

8. Notwithstanding repeated demands, OLP has failed and refused to pay these invoices and they remain outstanding and overdue.

9. The amount due and owing on the unpaid invoices currently totals approximately \$214,655.32. A true and correct copy of Gould's statement of account is attached hereto as Exhibit "A".

### **FIRST COUNT**

10. Gould repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.

11. Based on the conduct set forth above, OLP has materially breached the parties' agreement and, as a result, Gould has been and will continue to be damaged in its business.

WHEREFORE, Gould demands judgment against OLP, on the First Count of the Complaint:

(a) in the amount of \$214,655.32 plus pre-judgment and post-judgment interest;

(b) awarding costs and disbursements incurred by Gould in prosecuting this action, including reasonable attorneys' fees; and

(c) for such other and further relief that the Court deems just.

**SECOND COUNT**

12. Gould repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.

13. OLP owes Gould \$214,655.32 on a certain book account for merchandise sold to, delivered to and accepted by OLP.

14. Payment has been demanded and has not been made.

15. As a result, Gould has been and will continue to be damaged in its business.

WHEREFORE, Gould demands judgment against OLP, on the Second Count of the Complaint:

(a) in the amount of \$214,655.32 plus pre-judgment and post-judgment interest;

(b) awarding costs and disbursements incurred by Gould in prosecuting this action, including reasonable attorneys' fees; and

(c) for such other and further relief that the Court deems just of merchandise delivered, which equals the amount due.

**THIRD COUNT**

16. Gould repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.

17. OLP has failed to pay amounts due and owing for goods sold.

18. These actions have conferred a benefit upon OLP for which it has not compensated Gould.

19. As a direct and proximate result of OLP's conduct, Gould has been and will continue to be damaged in its business.

WHEREFORE, Gould demands judgment against OLP, on the Third Count of the Complaint:

(a) in the amount of \$214,655.32 plus pre-judgment and post-judgment interest;

(b) awarding costs and disbursements incurred by Gould in prosecuting this action, including reasonable attorneys' fees; and

(c) for such other and further relief that the Court deems just.

**LOWENSTEIN SANDLER PC**

1251 Avenue of the Americas

New York, New York 10020

(212) 262-6700

Counsel for Plaintiff Gould Paper Corporation

By:

  
Kara K. Lewis, Esq. (KL7973)

Dated: August 3, 2007

# **Exhibit A**

# GOULD

## PAPER CORPORATION

11 Madison Avenue, New York, N.Y. 10010-3680  
Tel. (212) 301-0000 \* Fax (212) 481-0067

S T A T E M E N T Page 1  
PERIOD ENDING : 07/23/07  
ACCOUNT NUMBER: OAK671

OAK LANE PRINTING, INC.  
9999 GLOBAL ROAD  
PHILADELPHIA, PA 19115

Remit to:  
Gould Paper Corporation  
2284 PAYSPIRE CIRCLE  
CHICAGO, IL 60674

Payments received after  
07/23/07 are not included  
on this statement.

DATE	INVOICE #	PURCHASE ORDER	DUE DATE	AMOUNT	DUE
10/16/06	370000632101	SEE BELOW	11/16/06	10,632.12	594.72
10/18/06	370000635701	SEE BELOW	11/18/06	4,657.91	1,570.23
10/19/06	370000636201	SEE BELOW	11/19/06	2,933.20	2,933.20
10/20/06	370000635801	060829	11/19/06	3,095.04	3,095.04
10/30/06	11019212401	060852	11/30/06	26,204.99	26,204.99
10/31/06	11019212402	060852	12/01/06	24,138.36	24,138.36
12/01/06	370000661701	060934	01/01/07	12,136.10	12,136.10
12/07/06	370000668101	SEE BELOW	01/06/07	10,008.00	10,008.00
12/08/06	370000668001	060954	01/08/07	2,727.74	2,727.74
12/15/06	370000673301	061026, 061024	01/14/07	1,575.37	1,575.37
12/18/06	370000673201	061022, 061006	01/18/07	7,374.24	7,374.24
12/19/06	370000674201	SEE BELOW	01/19/07	1,767.84	1,767.84
12/19/06	370000674202	SEE BELOW	01/19/07	1,037.85	953.70
12/19/06	370000674203	SEE BELOW	01/19/07	2,651.76	2,651.76
12/20/06	370000674701	060993	01/20/07	84.15	84.15
12/21/06	370000672401	060934	01/20/07	39,821.74	39,821.74
12/27/06	370000675801	SEE BELOW	01/27/07	5,439.60	5,439.60
12/27/06	370000675802	SEE BELOW	01/27/07	5,303.52	5,303.52
01/05/07	370000681201	061043, 060859	02/05/07	1,352.96	1,352.96
01/05/07	370000681202	061043, 060859	02/05/07	3,348.00	3,348.00
01/05/07	370000681401	061043	02/04/07	6,223.62	6,223.62
01/08/07	370000681702	060859	02/08/07	7,055.50	7,055.50
01/09/07	370000681901	061043	02/08/07	3,365.49	3,365.49
01/16/07	370000687601	070030, 070033	02/15/07	1,317.56	1,317.56
01/17/07	370000687501	070028	02/17/07	5,303.52	5,303.52
01/26/07	370000693602	070063	02/26/07	837.00	837.00

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Remit to:  
Gould Paper Corporation  
2284 PAYSPHERE CIRCLE  
CHICAGO, IL 60674

DATE	INVOICE #	PURCHASE ORDER	DUE DATE	AMOUNT	DUE
01/26/07	370000693603	070063	02/26/07	950.04	950.04
01/29/07	370000694401	070070	02/28/07	31,783.99	31,783.99
02/01/07	370000688201	070001	03/04/07	4,082.00	4,082.00
02/05/07	370000694402	070070	03/07/07	655.34	655.34

TOTAL BALANCE DUE: 214,655.32

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	120+ DAYS
0.00	0.00	0.00	0.00	0.00	214,655.32